Case 17-18238-amc Doc 38 Filed 12/28/18 Entered 12/29/18 00:53:54 Desc Imaged

Certificate of Notice Page 1 of 4 Eastern District of Pennsylvania

In re: Westley A. Retzler Debtor

Case No. 17-18238-amc Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: Virginia Page 1 of 1 Date Rcvd: Dec 26, 2018 Form ID: pdf900 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 28, 2018.

db +Westley A. Retzler, 504 Western Avenue, Bristol, PA 19007-3034

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 28, 2018 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 26, 2018 at the address(es) listed below: J. TODD BUCKLEY SAVARESE on behalf of Credit

on behalf of Creditor Inspire Federal Credit Union f/k/a Bucks First Federal Credit Union todd@savareselaw.com, toddsav@verizon.net

JAMES RANDOLPH WOOD on behalf of Creditor Bristol Township jwood@portnoffonline.com, jwood@ecf.inforuptcy.com

JEFFREY C. MCCULLOUGH on behalf of Debtor Westley A. Retzler jeffmccullough@bondmccullough.com, mbehrlacher@bondmccullough.com

LEON P. HALLER on behalf of Creditor PENNSYLVANIA HOUSING FINANCE AGENCY lhaller@pkh.com, dmaurer@pkh.com;mgutshall@pkh.com

REBECCA ANN SOLARZ on behalf of Creditor PENNSYLVANIA HOUSING FINANCE AGENCY

bkgroup@kmllawgroup.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

ecfemails@ph13trustee.com, philaecf@gmail.com WILLIAM C. MILLER, Esq.

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Westley A. Retzler	Debtor	CHAPTER 13
PENNSYLVANIA HOUSIN		
AGENCY vs.	Movant	NO. 17-18238 AMC
Westley A. Retzler	Debtor	11 U.S.C. Sections 362 and 1301
Laura L. Warden	Co-Debtor	
William C. Miller Esq.	Trustee	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

The post-petition arrearage on the mortgage held by the Movant on the Debtors' residence is \$9,657.12, which breaks down as follows;

Post-Petition Payments:

May 2018 to December 2018 at \$1,184.00/month

Late Charges:

May 2018 to December 2018 at \$23.14/month

Total Post-Petition Arrears

\$9,657.12

- 2. The Debtors shall cure said arrearages in the following manner;
 - a). A down payment of \$4,000,00 is to be made by December 31, 2018;
- b). Beginning on January 1, 2019 and continuing through October 1, 2019, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$1,184.00 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$565.72 for January 2019 to September 2019 and \$565.64 for October 2019 towards the arrearages on or before the last day of each month at the address below;

PHFA Loan Servicing Division 211 North Front Street Harrisburg, Pennsylvania 17101

c). Maintenance of current monthly mortgage payments to the Movant thereafter.

- 3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
 - 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date: December 7, 2018 By: /s/ Rebecca A. Solarz, Esquire Rebecca A. Solarz, Esquire

Date: Date: 17,2018

Date: 12-19-18

NO OBJECTION

Chapter 13 Trustee

C. Miller, Esquire *without prejudice to any trustee rights or remedies Approved by the Court this 26th day of December retains discretion regarding entry of any further order.

2018. However, the court

Bankruptcy Judge Ashely M. Chan